WHATCOM LAND TRUST EVENT/VOLUNTEER ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY Revised July 25, 2019

Volunteer Info (please fill out form completely)	Name:
Address:	Phone:
	Email:

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING. THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY MAY AFFECT YOUR RIGHTS.

I accept and understand that there are risks involved in performing any physical activity. I certify I am physically fit for the events and volunteer opportunities which Whatcom Land Trust provides and which I seek to engage in ("Activities" or "Activity"), have not been advised by a physician to refrain from engaging in Activities, and have the requisite skills to competently and safely perform Activities. If at any time I feel an Activity which I am performing may be beyond my skills or unsafe, I shall immediately stop said Activity. I am voluntarily participating in Activities with acceptance and knowledge of the risks involved and I knowingly and freely assume those risks.

In consideration of the opportunities to participate in Activities, I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors, and assigns, or anyone else who might claim and/or sue on my behalf or on behalf of my heirs and assigns, and I expressly acknowledge that it is my intent to take these actions:

- (A) I WAIVE, RELEASE, AND DISCHARGE the Whatcom Land Trust, its board of directors, officers, managers, agents, employees, volunteers, successors, and assigns (collectively, "WLT") from any and all claims, allegations, losses, or liabilities for death, personal injury, disability, lost wages, property damage, medical and hospital bills, theft, economic losses, or other claim or damage of any kind, which may now or in the future arise out of my participation in or traveling to or from Activities, regardless of whether such claim or damage is due wholly or partially to WLT's negligence; and
- (B) I UNDERSTAND THAT TRANSPORTATION TO AND FROM THE ACTIVITY SITE IS NOT PART OF ANY WLT-SPONSORED ACTIVITY. Although WLT recommends carpooling, I agree that if I carpool, it is an independent action organized by myself and other individuals on our own initiative and at our own risk; and
- (C) I WAIVE MY RIGHTS TO BRING AN ACTION AGAINST WLT for any of the claims, losses, or liabilities that I have waived, released, or mentioned above; and
- (D) I AGREE TO INDEMINIFY WLT AND HOLD WLT HARMLESS from any of the claims made or liabilities assessed against them as a result of my participation in Activities, including my own negligence; and
- (E) I CONSENT TO EMERGENCY MEDICAL CARE, INCLUDING TRANSPORTATION, as WLT or another participant in Activities may deem appropriate if I am injured while participating in Activities, agree that the transportation, medical and hospital bills for such emergency medical care will be my own responsibility and not the responsibility of WLT, and agree that WLT has no duty to provide me with such care;
- (F) I AFFIRM THAT THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY IS VALID FOR ALL ACTIVITIES I UNDERTAKE, regardless of whether the Activities occur at one event or time or many events or times, now or in the future; and
- **(G) I FURTHER AGREE THAT:** (i) a digital, scanned copy of this Acknowledgement, Waiver and Release from Liability shall be considered the same as the original for evidentiary purposes; and (ii) the terms of release, waiver, and indemnity contained herein are intended to be as broad and inclusive as allowed by the laws of the state of Washington, and the invalidity of any specific clause shall have no impact on the validity of any other clause.
- (H) Check only if applicable:

 I am the parent or guardian of (print name) ______

 a minor under the age of thirteen, and am executing this acknowledgment, waiver and release on their behalf.

I HEREBY CERTIFY THAT I HAVE READ CAREFULLY, UNDERSTOOD, AND ACCEPTED THE CONTENTS OF THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE.

Signature:	Date:	
Printed Name:		